

OAK TREE

Terms & Conditions

1. Interpretation

1.1. In these Conditions:

"Buyer" means the person whose order for the Goods is accepted by the Seller.
"Goods" means the goods (including installment of the goods or any parts for them) which the Seller is to supply in accordance with the Conditions.
"Seller" means Oak Tree of West Wilts Trading Estate, Westbury, Wiltshire BA13 4JT United Kingdom
"Conditions" means the standard terms and conditions of sale set out in this document.
"Contract" means the contract for the sale and purchase of Goods.

2. Basis of Sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written or verbal order of the Buyer which is accepted by the Seller subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such order is made or purported to be made by the Buyer.

2.2 No variation of these Conditions shall be binding unless agreed in writing between the Seller and the Buyer.

2.3 Any advice or recommendation given by the Seller or its employees to the Buyer or its employees or agents as to the storage, application or use of the Goods is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation.

2.4 Any samples, illustrations or descriptive material including but not limited to particulars of shade and pattern and other information contained in the Seller's brochure, advertising material, websites or elsewhere shall not form part of the Contract and shall be treated as approximate and for guidance only.

2.5 The Seller may, at its discretion, from time to time vary the design of the Goods from that advertised without notice to the Buyer provided that any such variations do not constitute material alterations to the Goods.

3. Orders and Specification

3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order submitted by the Buyer.

4. Price of Goods

4.1 The price of the Goods shall be the price quoted in the Seller's published price list current at the date of acceptance of the order less any applicable trade discount which may be agreed by the Seller from time to time provided that no previous payment is overdue and shall be invoiced for payment in accordance with Condition 5.1

4.2 UK Buyers: Details of delivery charges are given to the Seller in writing. Any trade discounts are by separate written agreement.

4.3 Overseas Buyers: Unless otherwise agreed in writing between the Buyer and the Seller, all prices are given by the Seller on an ex-works basis. Any trade discounts are by separate written agreement. We reserve the right on any deliveries made by the Seller to an overseas port of delivery on behalf of a buyer that if the goods are not collected within a reasonable timescale the Seller will be entitled to recover the goods and dispose of as the Seller deems fit to recover any storage or port costs incurred for non collection.

4.4 The Buyer shall be liable to pay such value added and other tax as is applicable to the goods supplied and as dictated by legislation relating to UK, European Community or foreign trade if applicable.

4.5 The Seller in regard to all Incubator and Hatcher equipment gives an undertaking to check and calibrate all humidity and temperature control sensors for accuracy and test prior to despatch for up to 48 hours, every machine. Although every care is taken to ensure their accuracy upon delivery Oak Tree strongly advises the Buyer to use their own monitoring equipment as confirmation at all times during operation to help prevent any detrimental changes to effect hatchings that may occur.

5. Payment Terms

5.1 Subject to any special terms agreed in writing between the Buyer and the Seller, the Seller shall be entitled to invoice the Buyer with the price of Goods before, on or at any time after delivery of the goods or (as the case may be) the Seller has tendered delivery of the Goods.

5.2 Payment in full before delivery on all orders unless specifically agreed in writing by the Seller. All payments shall be made in full without deduction in respect of any set-off or counterclaim except by prior agreement in writing.

5.3 If the Buyer fails to make any payment on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

5.3.1 Cancel any contract or suspend any further deliveries to the Buyer

5.3.2 Charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of five per cent per annum over the base rate for the time being of HSBC Bank plc (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month) until payment is made.

6. Claims for Shortage or Damage to your Order

6.1 Any claims for damage or shortage should be made to us within 3 working days of receipt of your order. Claims after this period cannot be considered.

If you specifically ask for your order to be left if you are out, we can arrange for a "No Signature Required" delivery. In this case you agree that we or our delivery agent will not be held liable for any loss, damage, or delay arising howsoever [forbidden] such delivery of said items. No claims will be considered unless all the original packaging is retained for inspection by our carrier's representative. If any product is damaged in shipping we have the right to replace or repair the item before a refund is required, however this does not affect your right under 'distance selling regulations'.

7. Your right to Cancel - UK sales

7.1 If you are buying as a 'consumer', as defined in The Consumer Protection (Distance Selling) Regulations 2000, the Goods may be returned within 7 working days (excluding Saturday and Sunday and any English Bank Holiday) of delivery for a full refund of the goods returned assuming they are returned in a new unused condition. You may cancel your order for goods at any stage before, and up to 7 working days after, the goods are delivered to you by notifying us in writing at the address or e mailing us at our published email address info@oaktreepoultry.co.uk . We aim to process your order for dispatch to you within two-three working days of receiving it. This will vary depending on the delivery service we choose. Therefore, even if you do cancel your order shortly after placing it, it is possible that we will be unable to prevent any goods you have ordered being dispatched to you and you may then need to return them to us. If you are cancelling because of any problem with the goods, please notify us of the problem at the time of cancellation.

8. On cancellation (UK supply only) for whatever reason you must return to us the unused goods, and the original packaging we have delivered to you. 8.1 If the goods are faulty, incorrect on delivery we will meet the cost of return (we will advise you on how to return the goods) and (at our option) repair, replace or exchange any such goods; or refund you for the price paid including delivery charges. In all other circumstances (see para. 2) we will (at your option) exchange the unused goods or refund you the amount paid for the goods only, the buyer shall be responsible for the cost of returning the unused goods in their original packaging, and must take reasonable care of the goods. The cancellation policy does not apply to printed goods of any description, including books and videos, feeding stuffs unless faulty or damaged, or goods specifically obtained, or manufactured by us or our suppliers at your request.

This policy is in addition to any statutory rights you may have as a consumer, which remain unaffected.

9. Warranty Claims UK Only

9.1 Should any product supplied to you [forbidden] develop a fault after 7 working days following delivery and within the specified guarantee period we should be notified immediately. Should the fault fall within the warranty terms we will arrange for a repair or replacement at our option. You should not return the goods unless specifically asked to do so by us.

10. Export Sales

10.1 All goods for sale or taken outside of the UK are sold on a sale and no return basis. In lieu of a UK guarantee and because the Seller is reasonably unable to maintain and service such machines located outside of the UK all incubators & hatchers shall be sold with a supply of suitable spares FOC, full written and verbal advice shall also be offered for a period of 1 year from date of sale.

10.2 Where the Seller is required to transport the freight/goods to a foreign country or outside of the UK either by air or by sea freight the Seller's liability shall extend only to and including delivery to the sea port/air port and once arrived all responsibility for the goods including local taxes, any storage fees or additional paperwork or other costs incurred are expressly thereafter are the sole responsibility of the Buyer without exception.

10.3 It shall be the responsibility of the Buyer to provide the Seller and their agents all correct and full information required for the correct filing of any paperwork for any commercial invoice, packing lists etc required for the correct completion of freight Bill of Lading documents as the Seller cannot be held responsible for any errors or omissions that may cause such documents to fail in the delivery of freight/goods and any costs incurred thereafter.

11. General

11.1 We shall not be liable to you where performance of any of our obligations to you is prevented, frustrated or impeded by reason of acts of God, war and other hostilities, civil commotion, accident, strikes, lock outs, trade disputes, acts or restraints of Government, imposition or restrictions of imports or exports or any other cause not within the reasonable control of the Seller.

11.2 Property and title to the goods remains with the Seller until paid for in full and the Buyer shall allow access to repossess the goods at any time until full payment is received. The Seller reserves the right to clear any cheques before dispatch of the goods.

If any part of these terms and conditions is found to be unenforceable as a matter of law, all other parts of these terms and conditions shall not be affected and shall remain in force.

The Seller accepts no liability for any loss, damage or injury arising as a consequence of the advice provided, or goods supplied.

These terms and conditions and any contract between us shall be governed by and construed in accordance with English law and the English Courts shall have jurisdiction over any disputes.